

# Contact

Let's work together.



## Address

842 Harrison Avenue  
Panama City, FL 32401

## Contact

850.601.5566

## Billing/Invoicing Dept

**Shanna Sullivan**, Executive Assistant  
850.481.0640  
invoices@aaronrich.com

## Website

arcitechx.com



**LOW VOLTAGE**  
**CABLING CONTRACTORS**

## Address

842 Harrison Avenue  
Panama City, FL 32401

## Contact

850.818.9050

## Billing/Invoicing Dept

**Shanna Sullivan**, Executive Assistant  
850.481.0640  
invoices@aaronrich.com

## Website

lowvcabling.com



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# Leadership & Staff

Meet our Team.



In a world where customer support feels like a lost art, we take an approach where that is a priority in everything we do. Our staff works to build trust through expert knowledge and solutions that are always centered on what is best for your specific needs.

**"The how of what we do matters greatly."**



Our team of certified specialists excel in designing, installing, and optimizing data networks, security systems, and audiovisual setups. With a commitment to excellence and reliability, we deliver tailored solutions, setting the standard for excellence in the industry.

**Powering Connectivity. Securing Solutions.**



**Aaron Rich**  
Owner



**Heather Rich**  
Owner



**Shanna Sullivan**  
Executive Assistant



**Jason Goodwin**  
Operations Manager



**Eric Stewart**  
IT & Cabling Specialist



**Sam Loughman**  
IT Specialist



**Dalton Childs**  
Cabling Technician

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# Our Services

Residential and commercial services.



## Strategic Networking

- Network Design & Implementation
- Data Security & Risk Assessment
- Phone Systems
- Server Administration

## Managed Service Plans (MSP)

- Desktop Support
- Network
- Security
- Vulnerability

## Data Backups

- Automated Regular Backups
- Versioning And Incremental Backups
- Offsite Data Replication

## Access Control And Surveillance

- Cloud & Hybrid Based Camera Systems
- Integrated Security Systems
- Machine Learning And Process Automations



## Designing, Installing & Supporting

- Ethernet / Data Systems Cabling
- Voice Systems Cabling & Implementation
- CCTV/ Security Cameras
- Audio System & Speaker Installations
- Coaxial Cabling
- Smart Office / Home Systems
- TV & Conference Systems
- Door Access Control Systems
- Wi-Fi Network Design & Implementation
- IT Equipment & Network Planning
- Cable Termination & Testing
- Racks & Server Enclosures

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# Terms & Conditions

## Our Service Agreement

**Service Agreement Total: \$ 7750**

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By signing below this shows you have reviewed and agree to the **service agreement total** as well as the **terms and conditions** outlined in the attached agreement. (*Exhibit A*)

<https://bit.ly/4pFVyOR>

### Service Agreement

Date  
1/19/2026

Name  
Brad Coleman

Address  
11800 Front Beach Road

State  
Florida

Phone  
573-747-9822

City  
Panama City Beach

Zip  
32407

Email  
gpboard@grandpanamacoa.com

Signature  
Signed by:  
Brad Coleman  
4EE2C2D28AF9493...

### Billing Contact Information

Name  
Grand Panama Beach Resort

Phone  
850-691-0984

Email  
lindsay.williams@fsresidential.com



Aaron Rich, CEO

Address  
842 Harrison Avenue  
Panama City, FL 32401

Contact  
850.814.0640  
aaronrich.com

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## Services Agreement

This Services Agreement (this **"Agreement"**), effective as of [ ] (the **"Effective Date"**), is by and between Aaron Rich Marketing, LLC (DBA ARCHITECHX), a Florida limited liability company, with offices located at [842 Harrison Ave., Panama City, FL 32401] (**"Service Provider"**), and the [ ] with an address of [ ] (the **"Customer"** and together with Service Provider, the **"Parties"**, and each a **"Party"**).

**WHEREAS**, Service Provider has the capability and capacity to provide certain support services; and

**WHEREAS**, Customer desires to retain Service Provider to provide the services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

### 1. Services

Service Provider shall provide to Customer the services (the "Services") set out in one or more statements of work to be issued by Service Provider (each, a "Statement of Work"). The initial accepted Statement of Work is attached hereto as Exhibit A. Additional Statements of Work shall be deemed issued and accepted only if signed by the Service Provider Contract Manager (as defined herein) and the Customer Contract Manager (as defined herein), appointed pursuant to Section 2.1(a) and Section 3.1, respectively. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof.

### 2. Service Provider Obligations. Service Provider shall:

- 2.1 Designate employees or contractors that it determines, in its sole discretion, to be capable of filling the following positions:
  - (a) A primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Service Provider Contract Manager").
  - (b) A number of employees that it deems sufficient to perform the Services set out in each Statement of Work, (collectively, with the Service Provider Contract Manager, "Provider Representatives").
- 2.2 Make no changes in Provider Representatives except:
  - (a) Following Notice (as defined herein) to Customer.
  - (b) Upon the resignation, termination, death or disability of an existing Provider Representative.

### 3. Customer Obligations. Customer shall:

- 3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contract Manager"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed.
- 3.2 Require that the Customer Contract Manager respond promptly to any reasonable requests from Service Provider for instructions, information or approvals required by Service Provider to provide the Services.
- 3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors and equipment as required to enable Service Provider to provide the Services.
- 3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.

### 4. Fees and Expenses.

- 4.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set out in a Statement of Work furnished by Service Provider of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services.
- 4.2 Unless otherwise stated, Customer shall reimburse Service Provider for all reasonable expenses incurred in accordance with the Statement of Work if such expenses have been pre-approved, in writing by the Customer Contract Manager.
- 4.3 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; provided, that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 4.4 As Service Provider completes tasking, Customer will have 5 days to approve the completed work or provide corrections and comments. Service Provider will have 2 weeks after receiving client's comments and corrections to complete tasking. Customer will review the revised tasking within 5 days of receipt and either approves the corrected version or make further changes. If Customer determines, in its reasonable discretion, that the materials are not acceptable after two attempts at correction by Service Provider, the Customer can terminate this Agreement. If Customer terminates this Agreement under this provision, Service Provider shall be entitled to compensation on a time and materials basis at the standard hourly rates plus expenses through the date of termination. The Service Provider shall submit an invoice detailing its time and expenses. If the invoice amount is less than the amounts paid to the Service Provider prior to termination, the Service Provider shall return the excess payment to the Customer. If the invoice amount exceeds the amounts paid to the Service Provider prior to termination, the Customer shall pay the Service Provider the difference immediately upon receipt of invoice.
- 4.5 The Customer shall pay, upon completion of each of the following Milestones, the following amounts to the Service Provider:
  - (a) Equipment and materials expense due upon agreement and signature of this contract, commencing tasking. Additional equipment purchases shall be due upon receipt.
  - (b) Labor for specific tasking due upon completion of approved tasking. Ongoing support labor due monthly.
- 4.6 The Service Provider will submit invoices monthly to the Customer. Fixed Price tasking will be invoiced in accordance with the payment schedule outlined in section 4.5 of this proposal. Time and materials invoices shall be itemized by labor category, with labor hours worked and other Service Provider's Costs incurred during the invoicing period. Unless otherwise instructed in writing, invoices shall be sent to the addressee listed on this Agreement. Invoices shall be dated and are due 10 days net of the invoice date. Service Provider reserves the right to suspend services immediately if the entire amount due is not paid within thirty (30) days of the date of the invoice. At any time thereafter, the Service Provider may terminate the service and submit the account to a collections agency for the outstanding balances. Undisputed invoice balances not paid as of the due date are subject to a delinquency charge of \$25 in addition to a late fees of 3% per month, not to exceed the higher of 18% per annum or the maximum allowed under Florida State Law. Customer shall also reimburse Service Provider for all costs of collection, including reasonable attorney's fees and costs.
- 4.7 Materials & equipment purchased on behalf of the Customer shall transfer ownership to the Customer upon receipt of payment to the Service Provider. Should the invoice(s) for materials and equipment not be paid within forty-five (45) days of the invoice date, Service Provider reserves the right to reclaim property. Reasonable accommodations will be made to the Service Provider to gain access to the property on which the materials and equipment resides within seven (7) days of written notice of reclamation.

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- 4.8 If the Customer wishes to implement changes to the scope of a task, the Customer shall submit to the Service Provider a written request specifying the desired changes. The Service Provider will evaluate each such request at its standard rates. The Service Provider shall submit to the Customer a written response to each such request within 10 working days following receipt thereof. If the Customer accepts the Service Provider's response, the acceptance (in writing) shall serve as authorization for the Service Provider to commence performance. Should the Customer reject the Service Provider's response to its request, the Customer will so notify the Service Provider within 10 working days of the Customer's receipt of the response. In the case of a rejection of a response, the Service Provider will not be obligated to perform any services beyond those called for in this original Agreement.
- 4.9 The Service Provider shall use all reasonable efforts to meet any specified delivery schedule for tasking. At its option, the Service Provider can extend the due date for any deliverable by giving written notice to the Customer. The total of all such extensions shall not exceed sixty (60) days. Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure; fire, flood, acts of God, labor disputes, riots, acts of war or terrorism and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control.
- 4.10 **ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

**5. Limited Warranty and Limitation of Liability.**

- 5.1 Service Provider warrants that it shall perform the Services:
  - (a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.
  - (b) Using personnel of reasonable skill, experience and qualifications.
  - (c) In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.
- 5.2 Service Provider's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:
  - (a) Service Provider shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Service Provider cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Customer's written Notice of such breach, Customer may, at its option, terminate the Agreement by serving written Notice of termination in accordance with this Agreement.
  - (b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, Service Provider shall within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Service or Deliverables (as hereinafter defined), less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.
  - (c) The foregoing remedy shall not be available unless Customer provides written Notice of such breach within thirty (30) days after receiving such Service or Deliverable by Customer.
- 5.3 **SERVICE PROVIDER MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**
- 5.4 **IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (EXCLUDING GROSS NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**
- 5.5 **IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (EXCLUDING GROSS NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE STATEMENTS OF WORK IN THE THREE-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, NOT TO EXCEED \$25,000.**

**6. Intellectual Property.**

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "Deliverables") except for any Confidential Information (as defined herein) of Customer or Customer materials shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicense, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

**7. Confidentiality.**

From time to time during the term of this Agreement, either Party (as the "Disclosing Party"), may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and with ten (10) days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that:

- (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7;
- (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information;
- (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or
- (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall:
- (e) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- (f) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and
- (g) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group (as defined herein) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable laws or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, "Receiving Party's Group" shall mean the Receiving Party's affiliates and its or their employees, officers, directors, manager, independent contractors and service providers.

**8. Term, Termination and Survival.**

- 8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work unless sooner terminated under this Agreement.

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- 8.2** Either Party may terminate this Agreement, effective upon written Notice to the other Party (the "Defaulting Party"), if the Defaulting Party:
- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach with thirty (30) days after receipt of written Notice of such breach;
  - (b) Becomes insolvent or admits its inability to pay its debts generally as they become due;
  - (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed with five (5) business days or is not dismissed or vacated with forty-five (45) business days after filing;
  - (d) Is dissolved or liquidated or takes any corporate action for such purpose;
  - (e) Makes a general assignment for the benefit of creditors;
  - (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 8.3** Notwithstanding anything to the contrary in Section 8.2(a), Service Provider may terminate this Agreement before the expiration date of the term on written Notice if Customer fails to pay any amount when due hereunder or in the Service Agreement: (a) and such failure continues for ten (10) days after Customer's receipt of written Notice of nonpayment; (b) more than three (3) times in any twelve-month period.
- 8.4** The rights and obligations of the parties set forth in this Section 8, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.
- 9. Entire Agreement.**  
This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire Agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
- 10. Notices.**  
All notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth above (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only
- (a) on receipt by the receiving Party; and
  - (b) if the Party giving the Notice to the respective Party's address listed on Page 1 of this Agreement.
- 11. Severability.**  
If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 12. Amendments.**  
No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.
- 13. Waiver.**  
No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 14. Assignment.**  
Customer shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section 15 shall be null and void. No assignment or delegation shall relieve the Customer of any of its obligations under this Agreement. Service Provider may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of service provider's assets without customer's consent.
- 15. Successors and Assigns.**  
This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
- 16. Relationships of the Parties.**  
The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 17. No Third-Party Beneficiaries.**  
This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any whatsoever under or by reason of this Agreement.
- 18. Choice of Law.**  
This Agreement and all related documents and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with the laws of the State of Florida.
- 19. Choice of Forum.**  
Each Party irrevocably and unconditionally agrees that it will pursue any matters, claims, litigation, action or demands exclusively in Bay County, Florida.
- 20. Counterparts.**  
This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- 21. Force Majeure.**  
The Service Provider shall not be liable or responsible to Customer, not be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service provider including, without limitation, acts of God, flood, fire, hurricane, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage; provided that, if the event in question continues for a continuous period in excess of forty-five (45) days, Customer shall be entitled to give Notice in writing to Service Provider to terminate this Agreement.
- 22. Non-Solicitation of Employees.**  
During the term of this Agreement and for two (2) years thereafter, Customer will not directly or indirectly:
- (a) solicit or encourage any direct employee of Service Provider to leave the employment of Service Provider; or
  - (b) hire any direct employee, who has left the employment of the Service Provider if the hiring is proposed to occur within two years after the termination of the employee's employment with Service Provider. Exclusive of the liability limitations set forth in Section 16, Customer agrees that Service Provider will be materially harmed by the breach of this non-solicitation provision and the damages suffered by Service Provider will be difficult to determine, therefore the parties agree that as liquidated damages and not a penalty Customer shall pay the Service Provider a sum equal to one half of the then current gross annual salary of the individual or individuals solicited in violation of this provision. Customer further acknowledges and agrees that actual or threatened breach of this provision will cause irreparable injury inadequately compensable in money damages to Service Provider. Accordingly, Service Provider has the right to specific performance and injunctive or other equitable relief without the requirement to demonstrate irreparable harm, which is hereby conceded in the event of actual or threatened breach. Such remedy shall not be deemed to be an exclusive remedy for the breach of this provision, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

**This service agreement estimate will remain valid for a period of 30 days.**

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